

Exhibit 20

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JACK REESE, JAMES CICHANOFSKY,
ROGER MILLER, GEORGE NOWLIN
on behalf of themselves and
a similarly situated class,

Hon. Patrick J. Duggan
Case No. 04-70592

Plaintiffs,

v.

Class Action

CNH GLOBAL N.V., formerly
known as Case Corporation,
and CNH AMERICA LLC,

Defendants.

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Darcie R. Brault (P43864)
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PLAINTIFFS' THIRD REQUESTS FOR ADMISSION
OF DECEMBER 13, 2013

Plaintiffs, pursuant to Federal Rules of Civil Procedure 26 and 36, hereby request that CNH Global N.V. respond to the following Requests for Admission, in writing and under oath, within thirty (30) days of service hereof.

DEFINITIONS

Unless otherwise indicated, the following definitions shall be applicable to these Request for Admission.

1. The term “Company” as used herein means J. I. Case, Case Corporation, Case LLC, CNH America LLC, CNH Global N.V., CNH Industrial, N.V., CaseNewHolland, Inc., Case New Holland, Inc., Fiatallis North America, Inc., Fiat SpA, Fiat Acquisition Company, their predecessors, parents, subsidiaries and divisions and the employees, representatives and agents of these entities .
2. “Class Member” means a retiree or surviving spouse described in the revised definition of the Class set forth in Paragraph 7 of the Stipulated Order entered November 16, 2007.
3. “Class” means all Class Members and Dependents.
4. “Pension Plan” means the CNH US Pension Plan adopted July 1, 1994 that provides the benefits described in Supplement A of the CNH US Pension Plan.
5. “Monthly Basic Benefit” has the meaning set forth in section 4.3(a) on page 4-1 of the Pension Plan.

6. “Proposed Plan” means the plan of medical, dental, vision and prescription drug benefits that the Company has proposed to provide to the Class pursuant to the Draft Summary Plan Description dated January 23, 2013 and the CNH Plan Document - 2009 as clarified and modified by Bobby Burchfield’s letter to Darcie R. Brault of March 1, 2013.

INSTRUCTIONS

1. For Requests to Admit Numbers 1 through 7, if any of the benefit amounts listed on the attached Exhibits are not correct, deny that the benefit amounts are correct only as to those Class Members and admit as to the remaining Class Members.
2. For the purposes of this document, “correct” is defined as within \$2.00 of the amount.

PLEASE ADMIT:

1. The amounts of the unreduced Monthly Basic Benefit for the Class Members listed in Exhibit A attached hereto are correct.
2. The amounts of the unreduced Supplemental Allowance Benefit for the Class Members listed on Exhibit B attached hereto are correct.
3. The amounts of the surviving Spouse Benefit for the Class Members listed in Exhibit C are correct.

4. The amounts of the unreduced Disability Retirement Benefit for the Class Members listed in Exhibit D are correct.
5. The amounts of the Monthly Basic Benefit as reduced by the Early Payment Reduction or for election of a Joint and Spouse's Annuity for the Class Members listed in Exhibit E are correct.
6. The amounts of the Supplemental Allowance Benefit as reduced for less than 30 years of entitlement service for the Class Members listed in Exhibit F are correct.
7. The amounts of the Disability Retirement Benefit as reduced for election of a survivor pension benefit for the Class Members listed on Exhibit G are correct.
8. The pension benefits of the Class Members listed on Exhibit H have been reduced by payments made to former spouses of the deceased retiree pursuant to Qualified Domestic Relations Orders.
9. The Monthly Basic Benefit for a Participant in the Pension Plan with 30 years of service who retired on or after July 1, 1994 and before March 1, 1995 is \$934.50.
10. The Monthly Basic Benefit for a Participant in the Pension Plan with 30 years of service who retired on or after March 1, 1998 and before May 31, 1998 is \$1,033.50.

11. The Monthly Basic Benefit for a Participant in the Pension Plan with 30 years of service who retired on or after June 1, 1998 and on or before November 1, 2004 is \$1,260.00.

12. The Monthly Basic Benefit for a Participant in the Pension Plan with 30 years of service who retired after May 1, 2005 and before January 1, 2011 is \$1,405.50.

13. The Supplemental Allowance Benefit for a Participant in the Pension Plan with 30 years of service who retired on or after July 1, 1994 and before March 1, 1995 is \$1,850.00.

14. The Supplemental Allowance Benefit for a Participant in the Pension Plan with 30 years of service who retired on or after March 1, 1998 and before May 31, 1998 is \$2,080.00.

15. The Supplemental Allowance Benefit for a Participant in the Pension Plan with 30 years of service who retired on or after June 1, 1998 and on or before November 1, 2004 is \$2,380.00.

16. The Supplemental Allowance Benefit for a Participant in the Pension Plan with 30 years of service who retired after May 1, 2005 and before January 1, 2011 is \$2,880.00.

17. Pursuant to the 1998 collective bargaining agreement between the UAW and the Company, the Company established notional Retiree Medical Savings

Accounts for current active employee hourly employees who were hired before May 14, 1998 and for those employees who had retired from the Company on or after December 1, 2004 and who were eligible to participate in the Company's retiree healthcare plan.

18. The terms of the Retiree Medical Savings Accounts are set forth in Exhibit I attached hereto.

19. The amount of the initial amount credited to the notional Retiree Medical Savings Account for each eligible employee was \$7500.00.

20 The notional Retiree Medical Savings Account accrued investment earnings each calendar quarter based upon the Moody's Average Corporate Bond Index.

21. At the time of an eligible employee's retirement, after attainment of age 55 and at least 10 years of service, the Company credited an additional amount equal to the final year of vacation pay into each eligible retiree's notional Retiree Medical Savings Account.

22. Upon attainment of an eligible retiree's Medicare eligibility, on or after the attainment of Medicare eligibility age – based on current regulations, the Company credited an additional amount into the retiree's notional Retiree Medical Savings Account calculated at the rate of \$50 for each year of credited service at the retiree's actual retirement date (whole years only – not calculated fractionally) up to

a maximum of 30 years of service (maximum amount = \$1500) annually during the term of the 2005 collective bargaining agreement, beginning on the beginning of the calendar quarter next following that the retiree became eligible for Medicare based upon the attained age.

23. The balance in an eligible retiree's notional Retiree Medical Savings Account can be used to pay for the required premium contributions for the Company's retiree medical plan, premiums for a supplemental health care plan, Medicare premiums or other eligible expenses (such as reimbursements) as allowed by applicable regulations.

24. Under the 1998 and 2005 collective bargaining agreements between the Company and the UAW, employees hired before May 14, 1998 who had twenty or more years of seniority were entitled to 180 hours of vacation pay.

25. Under the 1998 and 2005 collective bargaining agreements, vacation pay for employees hired before May 14, 1998 was computed on the basis of an employee's average straight time earnings (excluding overtime and shift premium) during the first three (3) months of the calendar year in which his or her vacation falls.

26. The estimated accrued vacation pay for Class Member Ralph Gaeto as of April 18, 2004 was \$3,844.80.

27. The estimated accrued vacation pay for Class Member John Cesal as of April 18, 2004 was \$4,318.20.

28. Exhibits J and K show the estimated accrued vacation pay for Ralph Gaeto and John Cesal respectively as of April 18, 2004.

29. The estimated accrued vacation pay for Ralph Gaeto and John Cesal as shown on Exhibits J and K respectively were calculated in the same manner as the amounts of vacation pay credited to the notional Retiree Medical Savings Accounts for retirees eligible for a Retiree Medical Savings Account.

30. Class Member Ralph Gaeto retired effective May 1, 2004.

31. Class Member John Cesal retired effective May 1, 2004.

32. The Special Medicare Benefit for Class Members under the Pension Plan is \$65.50 per month.

33. The Special Medicare Benefit is payable to Class Members and dependent spouses upon reaching 65 or, if less than age 65, upon enrollment in the in the voluntary Medicare coverage available under the Social Security Act.

34. For employees who retired after May 1, 2005, the Medicare Part B and D reimbursement benefit is \$115.00.

Respectfully Submitted,

McKNIGHT, McCLOW, CANZANO,
SMITH & RADTKE, P.C.

By: 

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Date: December 13, 2013

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JACK REESE, JAMES CICHANOFSKY,
ROGER MILLER and GEORGE NOWLIN
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PROOF OF SERVICE

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

SANDRA COWELL, being first duly sworn, deposes and says that on the 13th day of December, 2013, she did serve a copy of Plaintiffs' Requests for Admissions and Plaintiffs' Interrogatories and Requests for Production of Documents Related to Requests for Admission Dated December 13, 2013 upon:

Bobby Burchfield, Esq.
Joshua Rogaczewski, Esq.
Laura Capotosto, Esq.
McDERMOTT WILL & EMERY
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500 North Capital Street, Northwest
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by email and first class U.S. mail, postage fully prepaid.



Sandra J. Cowell
SANDRA COWELL